

## C-1

### GENERAL INFORMATION

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### List of Technical Exhibits

<u>Exhibit Number</u>	<u>Title</u>
1-001	Performance Requirements Summary (PRS)
1-002	Facility and Land Summary at Fort Lee
1-003	Installation Maps
1-004	Facility Utilization Plan (FUP)
1-005	Service Contracts
1-006	Contract Data Requirements Lists (CDRLs)

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**C-1****GENERAL INFORMATION****1.1 INTRODUCTION**

The Contractor shall provide all services, materials, supplies, plant, supervision, labor, and equipment, except that specified herein as Government-furnished, to perform public works and logistics functions at Fort Lee, Virginia. The Contractor shall provide the above services in accordance with the terms, conditions, and specifications of this Contract. The Contractor shall assume total responsibility for all requirements stated herein on the commencement date of the performance period.

**1.1.1 BROAD WORK DESCRIPTION****1.1.1.1 Work Responsibility**

Contractor work and responsibility shall include all Contractor planning, programming, administration, management, and execution necessary to provide the specified services. The Contractor shall conduct work in accordance with this Contract and all applicable Federal, State, and local laws, regulations, and directives to include applicable publications in Section C-6. The Contractor shall ensure that all work meets critical reliability rates or tolerances specified in the Contract Specifications, the Performance Requirements Summary (PRS) (see Technical Exhibit 1-001), or in applicable referenced documents. The Contractor shall perform all related Contractor administrative services required to perform work such as materiel requisitioning, quality control (QC), financial control, and correspondence. The Contractor shall also maintain accurate and complete records, files, and libraries of documents to include Federal, state, and local regulations, codes, laws, technical manuals, and manufacturer's instructions and recommendations, which are necessary and related to the functions being performed. The Contractor shall compile historical data, prepare required reports, and submit information as specified by Contract Data Requirements Lists (CDRLs) presented in this Contract.

**1.1.1.2 Functional Areas**

Work to be performed by the Contractor is categorized under Functional Areas. Public Works Functional Areas covered under this Contract include:

- Buildings and Structures Maintenance
- Family Housing Maintenance
- Utility Systems Operation and Maintenance
- HVAC Systems Operation and Maintenance
- Dining and Laundry Facility Equipment Maintenance
- Grounds Maintenance

- Surfaced Area Maintenance
- Pest Control
- U-DO-IT Services

Logistics Functional Areas covered under this Contract include:

- Installation Transportation Services
- Base Supply Service
- Materiel Maintenance

### 1.1.2 INSTALLATION MISSION

The mission of Fort Lee, a Training and Doctrine Command (TRADOC) installation, is to provide military personnel with the training for better logistical support to soldiers and units Army-wide. This includes research, development and the teaching of the systems and doctrine that will be the 21st century standard.

### 1.1.3 INSTALLATION CHARACTERISTICS

#### 1.1.3.1 Background

During World War I, Camp Lee, named by the War Department in honor of General Robert E. Lee, was selected as a mobilization camp and later became a division training camp. After World War I, Camp Lee was taken over by the Commonwealth of Virginia and designated a game preserve. In October 1940, the War Department ordered the construction of another Camp Lee on the site of the earlier installation. By the end of 1941, Camp Lee was the center of training of the quartermaster personnel, the primary mission of the Command. In the years following World War II, it became increasingly apparent that Camp Lee would be a permanent Army installation. In April 1950, official recognition of its permanent status was obtained and the Installation was redesignated as Fort Lee. In July 1973, Fort Lee came under the control of the U.S. Army Training and Doctrine Command.

Fort Lee has several primary tenant activities. Fort Lee is the home of the Army Combined Arms Support Command (CASCOM) and the Defense Commissary Agency. The CASCOM is one of only three integrating centers within TRADOC. The basic mission of CASCOM is to assist the TRADOC commander with combat training developments, exercise authority over the Fort Lee garrison, and provide operations support for tenant and satellite units at Fort Lee. CASCOM is responsible for the development and evaluation of combat service support and logistics concepts, doctrine and planning factors for the Army, and coordination of the sustaining base system for compatibility.

The U.S. Army Quartermaster Center and School (USAQMC&S) is the headquarters of the Quartermaster Corps and home of the regiment. It was created to supervise the training of Quartermaster personnel and troop units. The primary mission of USAQMC&S is to provide training and professional development for military personnel of the Active Army and Reserve Components,

members of other branches of the Armed Forces, civilians and personnel of allied countries. Along with its training missions, USAQMC&S serves as the focal point for the development of the Quartermaster missions, organizations, and support requirements.

The U.S. Army Logistics Management College (ALMC) has four schools as its major operating elements, each offering specialized instruction in different functional areas. The College's Fort Lee schools offer courses in installation management, environmental management, hazardous materials handling, financial management, decision risk analysis, and quantitative analytical techniques. ALMC also serves the U.S. Army Materiel Command, the U.S. Army Forces Command, and other Army elements as well as the U.S. Navy, U.S. Air Force, U.S. Marine Corps, Defense Logistics Agency, other U.S. Government agencies, and officers of other nations.

The U.S. Army Garrison manages the Installation functions and services that keep the U.S. Army CASCOC and Fort Lee community operating so that organizations and activities may concentrate on their primary missions. The garrison staff office is committed to provide quality of life support to Fort Lee personnel, their families, and to retired service members and their family members who live in the surrounding area.

#### **1.1.3.2 Location**

Located between Washington, D.C. and Virginia Beach, Virginia, Fort Lee is three miles east of Petersburg, Virginia on Highway 36. Fort Lee is accessible by car (via I-95 or I-295) and by air (via the nearest airport, Richmond International, which is 33 miles to the north). Freight access is also available via railway.

#### **1.1.3.3 Physical Description**

The Installation is located on 5,575 acres of rolling terrain with stands of trees planted for environmental concerns. There are 1,001 active buildings, 24 training facilities, and five housing areas located on Fort Lee, including: the Army Logistics Management College (ALMC), Kenner Army Community Clinic, the Quartermaster Museum, Jackson Circle Housing, the CASCOC Headquarters, and Petersburg National Battlefield. Currently, there are 1,320 family housing units (966 designated for enlisted personnel and 354 designated for officers). The 47 guest house rooms on the Installation provide temporary lodging for married soldiers and for the guests of military personnel stationed at Fort Lee. A summary of the facilities and land that make up the Fort Lee installation is presented in Technical Exhibit 1-002. A series of maps follow in Technical Exhibit 1-003, highlighting different aspects of the Installation. A complete listing of all the buildings that the Contractor shall be responsible for maintaining is provided in the Facility Utilization Plan (FUP) in Technical Exhibit 1-004.

#### **1.1.3.4 Population and Demographics**

The population of Fort Lee is approximately 3,200 military personnel and 2,800 civilian personnel. More than 56,500 students graduate from training, education, and professional development courses at the Installation each year. The Installation supports more than 46,000 family members and 18,800 retirees, plus survivors and family members living in the area.



### **1.1.3.5 Climate and Terrain**

1.1.4 AVERAGE MONTHLY TEMPERATURE RANGES FROM 47.9°F TO 71.5°F, WITH AN OVERALL AVERAGE TEMPERATURE OF 59.7°F. THE EXTREME TEMPERATURES RANGE FROM AN AVERAGE LOW OF 27°F IN THE WINTER TO AN AVERAGE HIGH OF 91°F IN THE SUMMER. THE AVERAGE ANNUAL PRECIPITATION IS 43.67 INCHES. SNOWFALL RANGES FROM A TRACE TO 24 INCHES DURING THE MONTHS OF NOVEMBER THROUGH APRIL, WITH AN AVERAGE ANNUAL SNOWFALL OF 8.3 INCHES. LAYOUT OF SECTION C

#### **1.1.4.1 Section C Contents**

Section C of this Contract is structured as follows:

- C-1: General Information
- C-2: Definitions
- C-3: Government-Furnished Property and Services
- C-4: Contractor-Furnished Property
- C-5: Technical Description of Work
- C-6: Publications and Forms

Paragraphs in Section C-1 all begin with the number "1", paragraphs in Section C-2 all begin with the number "2", and the pattern continues for the other sections.

#### **1.1.4.2 Functional Areas**

Functional Areas are found in Section C-5, Technical Description of Work. The Public Works Functional Areas covered by this Contract are numbered as follows:

- 5.2 Buildings and Structures Maintenance
- 5.3 Family Housing Maintenance
- 5.4 Utility Systems Operation and Maintenance
- 5.5 HVAC Systems Operation and Maintenance
- 5.6 Dining and Laundry Facility Equipment Maintenance
- 5.7 Grounds Maintenance
- 5.8 Surfaced Area Maintenance
- 5.9 Pest Control
- 5.10 U-DO-IT Services

The Logistics Functional Areas covered by this Contract are numbered as follows:

- 5.11 Installation Transportation Services
- 5.12 Base Supply Service

- 5.13 Materiel Maintenance

#### **1.1.4.3 Workload Data**

Historical workload data is presented in Section 5.1 and applicable functional areas. This workload data has been summarized for this Contract. Workload back-up data will be available for review in the Technical Reference Libraries. The workload information displayed in the text and in technical exhibits is based on annual data, where available, or extrapolated to represent estimated annual workload, where less than one year's data was available. This workload is provided to assist offerors in proposal preparation and shall not be a limiting factor on the Contractor's obligation to perform all services described in this Contract to the required level of effort.

#### **1.1.4.4 Other Information**

1.1.4.4.1 Technical Exhibits. Technical Exhibits are used to provide supplementary information and can be in the form of tables, graphs, maps, etc. Technical Exhibits may be referenced from any part of the Contract. Technical Exhibits for Section C have a 3-digit number which links them to a designated Contract Section; e.g., Technical Exhibit 5.2-002 is the second technical exhibit referenced from Functional Area 5.2.

1.1.4.4.2 Pagination. Pagination for all parts of Section C begins with the letter "C". Examples are: C-1-12 or C-5-4 (at the Section C level) or C-5.2-6 or C-5.4-10 (at the Functional Area level). Technical Exhibits will have a page number that looks like C-5.2-002-2 (which would designate the second page of Technical Exhibit 5.2-002 referenced from Functional Area 5.2).

## **1.2 MANAGEMENT AND ADMINISTRATION**

### **1.2.1 WORK BY THE GOVERNMENT**

The Government reserves the right to utilize Government forces or other contractors to accomplish the same type or similar work as solicited for in this Contract.

### **1.2.2 TRANSITION, PHASE-IN, AND PHASE-OUT PERIODS**

The Contractor shall develop comprehensive procedures for phasing in Contractor performance to the level prescribed and within the time allowed under the terms of this Contract. The Contractor shall submit a completed Transition Plan within 15 calendar days of Contract award (CDRL 102R001). The Contractor shall also establish and implement plans for an orderly phase-out of the contracted operations at the termination of this Contract. The Contractor's phase-out procedures shall not disrupt or adversely impact the day-to-day conduct of Government business. These plans shall be submitted by the Contractor for evaluation by the Government, and shall be in accordance with the Government's transition plan. The Contractor shall provide the COR copies of changes and revisions for review and approval prior to implementation.

#### **1.2.2.1 Phase-in Period**

The period between Contract award and Contract commencement will constitute the phase-in period. During the phase-in period, the Contractor shall prepare to assume full responsibility for all areas of operation in accordance with the terms and conditions of this Contract. The Contractor shall take all actions necessary for a smooth transition of the contracted operations. This period will be approximately 60 calendar days in duration. The Government will make all facilities and equipment accessible to the Contractor for a maximum of 60 calendar days prior to the Contract start date. During the last 30 calendar days of this period (i.e., during the 30 calendar days immediately prior to the Contract start date), the Contractor's management personnel will be permitted to observe any Public Works and Logistics operations at Fort Lee, as approved by the COR. During the phase-in period, the Contractor shall at a minimum:

- Establish the Project Management Office.
- Recruit and hire necessary personnel.
- Obtain all required certifications and clearances, including personnel security clearances.
- Participate in joint inventories and sign for Government-furnished Property (GFP).
- Develop and submit any required deliverables.
- Attend post-award meetings as required.
- Accomplish any necessary training to support the functions listed in Section C-5.

#### **1.2.2.2 Phase-Out Period**

Sixty calendar days prior to the completion of this Contract (to include option periods), an observation period shall occur, at which time management personnel of the incoming workforce may observe operations and performance methods of the incumbent Contractor. This will allow for orderly turnover of facilities, equipment, and records and will help to ensure continuity of service. The Contractor shall not defer any requirements for the purpose of avoiding responsibility or of transferring such responsibility to the succeeding Contractor. The Contractor shall fully cooperate with the succeeding Contractor and the Government so as not to interfere with their work or duties.

**1.2.2.2.1 Phase-Out Plan.** The Contractor shall develop a Phase-Out Plan (CDRL 102R002) to effect a smooth and orderly transfer of contract responsibility to a successor. The plan shall fully describe how the Contractor shall, at a minimum, approach the following issues: employee notification; retention of key personnel; turn-over of work-in-progress, inventories, and Government property; removal of Contractor property; data and information transfer; and any other actions required to ensure continuity of operations. The Contractor's Phase-Out Plan shall, at a minimum, require an inventory by the incumbent and the Government before conduct of a joint inventory between the incumbent and the successor. The Plan shall, at a minimum, also include: reconciliation of all property accounts, requisitions, and work-in-progress; turn-in of excess property; clean-

up of Contractor work areas; provision for training of the successor's personnel on Government-furnished automated information systems (AIS) used in performance of this Contract, specialized equipment, utilities systems, and ongoing work that the successor would be required to complete; and, security debriefings in accordance with AR 380-5 for incumbent personnel holding security clearances.

### 1.2.3 CONTRACTOR ADMINISTRATION

#### 1.2.3.1 Project Management

The Contractor shall perform continual Project Management and shall provide a Project Manager who shall be physically on-site during Installation duty hours. The Project Manager shall conduct overall management coordination and shall be the central point of contact with the Government for performance of all work under the Contract. A competent Contractor employee shall be designated to act for the Project Manager when work is being performed outside of duty hours, or during the Project Manager's absence. The Contractor shall provide written, 48 hour advance notice of such designation to the COR, and such designation is subject to approval by the COR (CDRL 102R003). The Project Manager, and any individuals designated to act in that capacity, shall have full authority to contractually bind the Contractor for prompt action on matters pertaining to execution of the Contract.

#### 1.2.3.2 Responsiveness

The Project Manager or alternate shall return all calls, if paged, from the COR within ten minutes during normal working hours unless otherwise specified herein. During non-working hours, the Project Manager or alternate shall return all calls, if paged, from the COR within twenty minutes unless otherwise specified herein.

#### 1.2.3.3 Meetings, Conferences, and Briefings

The Contractor shall attend, participate in, and furnish input to scheduled and unscheduled meetings, conferences, and briefings that relate to the contracted functions and services as required by the Government to provide effective communication and impart necessary information. These meetings include, but are not limited to, the Performance Evaluation meetings in Paragraph 1.3.1.2 below. The Contractor shall participate in meetings with Installation customers, Federal, state, and local agencies and their representatives, and other contractors as required by the Government. These meetings include both on-site and off-site meetings, and the frequency may be weekly, monthly, or as otherwise required. An average of 20 to 25 hours per week is estimated for briefings, meetings, and conferences; however, this requirement may vary based upon Contractor performance. Meetings may start or end outside of normal working hours.

1.2.3.3.1 Attendees. The Project Manager or designated representative shall be required to attend meetings as required by the Government. Meeting attendees shall at times include Contractor managerial, supervisory, and/or other personnel knowledgeable of the subject matter, e.g., maintenance, supply, equipment readiness, services and transportation.

1.2.3.3.2 Reporting Requirement. When the Contractor is the sole representative of the Government at meetings, conferences, or trips off the Installation, a report shall be furnished to the COR within two working days after meeting completion (CDRL 102R004). The report shall include identifying information, general observations and conclusions or recommended actions, and any additional information, such as handouts.

1.2.3.3.3 Command Interest. The Contractor shall notify the COR, in writing, on matters within the scope of this Contract which impact the Installation, Government funds, or satisfactory performance of this Contract within one working day of the discovery of the matter (CDRL 102R005).

#### **1.2.3.4 Installation Closures**

When an unforeseen Installation closure or curtailment of activities occurs on a regularly scheduled day of work, the Government will have the following options:

- reschedule the work to be performed the following workday
- reschedule the work on any day acceptable to the Government
- have the Contractor continue the work as scheduled

1.2.3.4.1 Notification of Closure. Announcements of Installation closures will be made in the following manner: during normal duty hours, notification will be given through normal chain of command; during non-duty hours, notification will be made through local radio and television channels. Installation closings shall in no way interfere with the Contractor operation and/or maintenance of the critical systems listed in Paragraph 5.1.2.6.

#### **1.2.3.5 Federal Holidays**

All Government offices will be closed, except for minimum essential personnel required for in-house operations, during Federal holidays. Except as otherwise specified, the Contractor shall not schedule routine work on Federal holidays. When a scheduled service is required less than three times per week and the schedule for that work falls on a Federal holiday, the Contractor shall accomplish the work on the workday following or preceding the holiday. The ten Federal holidays per year are as follows:

New Years Day	first day of January (or observed)
Martin Luther King, Jr. Birthday	third Monday of January
Presidents Day	third Monday of February
Memorial Day	last Monday of May
Independence Day	fourth day of July (or observed)
Labor Day	first Monday of September
Columbus Day	second Monday of October
Veterans Day	11th day of November (or observed)

Thanksgiving Day                      fourth Thursday of November

Christmas Day                          25th day of December (or observed)

When such holidays fall on a Saturday, the preceding Friday will be considered a holiday. When such holidays fall on a Sunday, the succeeding Monday will be considered a holiday.

#### **1.2.3.6 Training Holidays**

TRADOC Installation Commands have historically granted military personnel (Enlisted and Officers) training holidays (for example, Christmas Exodus) in addition to the ten Federal holidays listed above. Training holidays are not considered a day of excused absence for the Government civilian work force or Contractor employees. If a training holiday affects scheduled contract work or access to facilities, the work in affected facilities may be rescheduled to compensate for the training holiday. However, announced training holidays or exodus of military personnel may provide the Contractor with an opportunity for unrestricted access to facilities/areas or uninterrupted performance of work, i.e. training facility/area maintenance and supply inventories. The Contractor shall take full advantage of such opportunities by planning maintenance that is better accomplished when personnel are not using facilities during those times.

#### **1.2.3.7 Hours of Operation**

1.2.3.7.1 Regular Duty Hours. The Contractor's regular duty hours shall be 0700 to 1530, Monday through Friday, excluding Federal holidays. The Contractor shall ensure that service to customers is not interrupted during break and lunch periods. Work schedules shall vary to accommodate specific requirements such as operation of the Base Supply Service, U-DO-IT Center, and the Transportation Motor Pool. The operational hours for these services are as follows:

- U-DO-It Center: Hours of operation shall be 0830 to 1700, Tuesday through Saturday, excluding Federal holidays.
- Transportation Motor Pool: Hours of operation shall be 0600 to 1800, Monday through Friday, excluding Federal holidays.
- Base Supply Service: Hours of operation shall be 0730 to 1630, Monday through Friday, excluding Federal holidays.

In these and other such cases, individual employees shall be required to perform shift work which shall represent regular duty hours for those employees. Variances in operating hours, other than those specified in Section C-5, must be approved by the COR.

1.2.3.7.2 Call-Out/Overtime. The Contractor shall provide fully qualified personnel on a 24-hour basis to perform services and satisfy emergency requirements as directed by the COR.

### **1.2.4 INTERFACES**

#### **1.2.4.1 Restricted Areas**

Compliance by the Contractor shall be mandatory for security access requirements to restricted areas that include, but are not limited to, the communication center, ammunition storage area, computer centers, and research and development areas. Work in restricted areas shall be cleared by the Contractor with the Government's Security Officer for that area. A list of Government security points of contact shall be furnished to the Contractor prior to Contract start.

#### **1.2.4.2 Administrative Office Areas**

Contractor operations shall not unduly interfere with Government work in any area where any service or maintenance work is being performed by the Contractor. The Contractor shall schedule operations so as to minimize interference with Government work.

#### **1.2.4.3 Emergency Operations Center**

The Contractor shall coordinate with the Emergency Operations Center in preparation for and during inclement weather, storms, and other emergency conditions. During emergency operations, the Contractor shall have a representative on site in the Emergency Operations Center to provide required services and coordination in accordance with the Emergency/Disaster/Severe Weather Plan defined in Paragraph 1.2.9.2.

#### **1.2.4.4 Other Contractors**

Other Government contractors will be performing required services in areas associated with the requirements of this Contract. Some contractors will be providing services associated with, and in support of, work identified in this Contract. Some examples are contractors who deliver material to and pick up material from the Installation, construction contractors performing specialized and one-time jobs, and contractors who perform food service. The Government will facilitate initial contact between Contractors performing other contracts and this Contract. The Contractor shall provide all further required coordination between Contractors for any task specified in this Contract that relates to or impacts on any other contracted work. A list of service contracts currently in place is provided in Technical Exhibit 1-005. The Contractor shall be responsible for any support services to other contractors within the scope of this Contract as required by the Government.

#### **1.2.4.5 Disputes With Customers or Other Government Contractors**

The Contractor shall verbally notify the COR of unresolved disputes in receiving support from or providing support to customers or other contractors within two hours from the time the dispute occurs.

### **1.2.5 DATA AND INFORMATION**

The Contractor shall respond to requests for information, including programmed (scheduled) and unprogrammed requests. All responses shall meet the criteria defined below.

#### **1.2.5.1 Data Criteria**

The Contractor shall submit programmed and unprogrammed information, subject to Government review for adequacy, utilizing the following criteria:

- Complete: To include all information
- Accurate: Factual and correctly tabulated data
- Preparation: In accordance with applicable publication, CDRL, or other specified format
- Name and signature of Project Manager
- Timely: Provided within the specified time frames
- Distribution: Provided to the specified distributees

#### **1.2.5.2 Programmed Requirements**

The Contractor shall furnish all recurring contract data and information as specified in the Contract Data Requirements Lists (CDRLs) in Technical Exhibit 1-006.

#### **1.2.5.3 Unprogrammed Requirements**

Upon notification by the COR, the Contractor shall provide management and technical information including, but not limited to:

- Technical evaluation of suggestions
- Input for staff studies
- Fact sheets
- Audits
- Congressional Inquiries
- One-time reports
- Materiel, equipment, facilities, and other listings
- Materiel, equipment, facilities, and other property inventories, such as equipment density listings
- Equipment maintenance records
- Group tours to special interest groups (fielding teams, MWO teams, CVE teams, etc.)
- Recommendations for amending, revising, or originating Government regulations or policies within the scope of this Contract
- Information requested by Government personnel performing official duties, to include monitoring Contract compliance
- Responses to Government and other Contractor personnel conducting information and communication systems site surveys, information systems



fielding, and communication engineering and construction as required by the Government

#### **1.2.5.4 Access to Data and Information**

The Contractor shall ensure that all Contractor generated technical records, reports, files, and other documentation are made available to the COR, COR's representatives, Public Works and Logistics staff, and other authorized Government representatives during the performance of this Contract. The Contractor shall obtain COR approval before releasing any information that has been stored, generated, or archived related to this Contract to the Contractor's corporate or other off-site offices, to other Government activities or agencies, to other contractors, or to private parties.

#### **1.2.5.5 Marking Proprietary Information**

All records, files, reports, and data deemed proprietary by the Contractor shall be clearly marked accordingly. The Government will make the final determination of the appropriateness of proprietary claims by the Contractor.

### **1.2.6 PERSONNEL**

The Contractor shall provide qualified supervisory, technical, administrative, and clerical personnel to accomplish all work and services required by this Contract within specified time frames. This provision shall apply notwithstanding past historical records, estimates of personnel needed, or any minimum levels established elsewhere in this Contract. Contractor employees shall be trained, qualified, certified, or licensed as required in this Contract prior to starting work. The Government will not provide initial skills training to Contractor employees. The Contractor shall maintain records of training qualifications, certifications, and licenses. The Contractor shall maintain the workforce in such a manner as to ensure that the employees remain fully qualified to perform the work assigned. The Contractor shall submit an organization chart with the technical proposal and identify personnel proposed to perform the Contract requirements. Personnel performing under this Contract shall be employees of the Contractor and not the Government.

#### **1.2.6.1 Key Personnel**

The Contractor shall submit resumes for key personnel in the management and staffing section of the technical proposal. Key personnel include, but are not limited to, the following: Project Manager, a designated deputy Project Manager, and those individuals responsible for managing the work in each functional area of the Contract. Any changes to the working status of these key personnel shall be provided to the COR for approval within five working days prior to the change.

#### **1.2.6.2 Definition of Contractor Employees**

For the purpose of this Contract, the term "Contractor employee(s)" applies to all Contractor employees and Subcontractor employees performing work on this Contract.

**1.2.6.3 Subcontractors**

The Contractor shall provide a list of subcontractors used in the performance of this Contract to the COR. The list shall include names, addresses, and telephone numbers, and shall be submitted with the technical proposal.

**1.2.6.4 Employment Limitations**

1.2.6.4.1 Employment of Aliens. The Contractor shall not employ any alien who is not lawfully employable in the United States under the Immigration Reform and Control Act.

1.2.6.4.2 Language Requirement. The Contractor shall employ only persons able to speak, read, write, and understand English for those positions interacting with Government and other personnel in the performance of this Contract, and/or where English is used or essential to provide the product, record, data, information, or service.

1.2.6.4.3 Mathematics Requirement. All Contractor personnel shall be capable of performing basic mathematics for the function(s) and task(s) which they are assigned.

1.2.6.4.4 Physical Fitness. The Contractor shall ensure that all Contractor personnel meet the physical requirements to perform the function(s) and task(s) to which they are assigned. This may include performing work in conditions of extreme heat and cold, high humidity, and blowing sand and dust.

1.2.6.4.5 Employment of Military or Government Personnel. Employment of off-duty military personnel or Government civilian personnel is generally permissible provided such employment does not contravene the policies set forth in DOD Joint Ethics Regulation 5500.7-R, and provided further that such employment does not involve the holding of a concurrent Federal civilian position nor result in the direct receipt of Federal compensation for work performed for a Government Contractor. Off-duty employment of military personnel by a Government Contractor normally will not involve the holding of a concurrent Federal civilian position or the direct receipt of Federal compensation. However, the facts of each case should be examined to ensure that no mere "sham" or "subterfuge" is present which would, in effect, allow a soldier to occupy a Federal civilian position or receive direct Federal compensation. The same considerations generally apply with respect to off-duty employment of Government civilian employees by such contractors. The Contractor is cautioned that off-duty active military personnel hired under this Contract may be subject to permanent change of station, change in duty hours, or deployment. Military Reservists and National Guard members may be subject to recall to active duty. The abrupt absence of these personnel could adversely affect the Contractor's ability to perform. Their absence at any time shall not constitute an excuse for non-performance under this Contract.

- a. Notification of Army Personnel (CDRL 102R006). The Contractor shall notify the COR, in writing, ten working days prior to the employment of any active civilian or military U.S. Army personnel by the Contractor to work on this Contract. The notification shall include the name of the individual, civilian grade or military rank, U.S. Army organization assignment, and a clear

statement explaining the person's work assignment with the Contractor. The Contractor shall not employ any person whose employment will violate the requirements of Joint Ethics Reg. 5500.7-R.

#### **1.2.6.5 Employee Roster**

1.2.6.5.1 At Contract start, the Contractor shall provide the COR with a roster listing, by functional area, of all employees and their job titles (CDRL 102R007). The Contractor shall update the roster as required. The Contractor shall identify on the employee roster all employees who are members of the Reserve Components of the Armed Forces and are eligible for activation/recall to active duty upon declaration of national emergency. This requirement includes active and inactive reserve component personnel and military retirees.

#### **1.2.6.6 Identification of Employees**

The Contractor shall provide each employee an identification (ID) card on Contract start date or on the employment start date. The ID card format shall be approved by the COR and include, at a minimum, the badge number, date issued and expiration date (not to exceed the end of the final option year), employee's name, Contractor's name, functional area of assignment, and color photograph. The identification cards for key personnel shall also indicate their job titles.

1.2.6.6.1 Display of ID Card. Contractor personnel shall wear the ID card at all times when performing work under this Contract. Unless otherwise specified in the Contract, each Contractor employee shall wear the ID card in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit. Vehicle mechanics may wear identifying badges inside the upper shirt pocket when performing maintenance or repair of equipment.

1.2.6.6.2 Contractor Accountability. Upon termination of this Contract or of employment of any individual, the Contractor shall collect and dispose of all Contractor-furnished identification cards. If any are not collected, the Contractor shall notify the COR within 24 hours.

#### **1.2.6.7 Employee Uniforms**

Contractor Family Housing and Pest Control personnel shall wear uniforms in the performance of their work. The Contract does not require uniforms for other Contractor personnel. If the Contractor elects to provide uniforms, at the Contractor's expense, the selected uniforms shall not be similar to military or Installation guard uniforms.

1.2.6.7.1 Uniform Standards. Employee uniforms shall consist of, at a minimum, shirts which identify company and functional area for which the employee works.

1.2.6.7.2 Uniform Maintenance.

a. Family Housing Uniforms. The duty uniform shall be worn at all times when performing maintenance in Family Housing units for easy identification by residents.

b. Pest Control Uniforms. The duty uniform shall be worn at all times when handling or applying chemicals. The uniform shall be removed at the end of

the workday (or more frequently, if directly contaminated by pesticides) and placed in the laundry basket. Pest Control uniforms shall be laundered in accordance with Appendix J of the Installation Pest Management Plan, Laundering Pesticide Contaminated Uniforms. Laundry facilities are available in the entomology building and shall be used by the Contractor for this purpose. Pest Control uniforms shall not be worn or taken off the Installation.

- c. Other Uniforms. Contractor personnel shall be responsible for uniform maintenance or as stated in the Service Wage Act and Department of Labor Wage Determinations for this Contract.

#### **1.2.6.8 Conduct of Personnel**

The Contractor shall be responsible for the performance and conduct of Contractor/Subcontractor employees at all times. Personnel employed by the Contractor in the performance of this Contract, or any representative of the Contractor entering the Installation, shall abide by the security regulations listed in the Contract and shall be subject to such checks by the Government as deemed necessary. The Contractor shall not employ for performance under this Contract any person whose employment would result in a conflict of interest with the Government's standards of conduct.

1.2.6.8.1 Personnel Removal. Government rules, regulations, laws, directives, and requirements which are issued during the Contract term relating to law and order, Installation administration, and security on the Installation shall be applicable to all Contractor employees or representatives who enter the Installation. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site. Removal of employees does not relieve the Contractor from the responsibility for the work defined in this Contract.

- a. Removal by Installation Commander. The Installation Commander may, at his discretion, bar an individual from the Installation under the authority of 18 USC 1382 (1972), AR 210-10, and Paragraph B-15, Appendix B of AR 380-49 for conduct determined contrary to good order, discipline, or Installation security.
- b. Removal by COR. The COR may require the Contractor to remove any employee, working under this Contract, for reason of misconduct or security. Contractor employees shall be subject to dismissal from the premises upon determination by the COR that such action is necessary in the interest of the Government.
- c. Removal by Military Police. Contractor employees may be denied entry to the Installation by Military Police if it is determined that such entry may be contrary to good order, discipline, or the security of the Installation.

1.2.6.8.2 Appearance. Contractor employees shall be well groomed, neat in appearance, and appropriately dressed for the work to be done.

1.2.6.8.3 Personnel Courtesy. Contractor employees shall not exhibit rude behavior toward civilian, military, or other contractor personnel.

1.2.6.8.4 Alcohol/Drug Use. The use of alcoholic beverages or illegal drugs by Contractor personnel is forbidden during performance of this Contract or while physically on the Government Installation. The Contractor shall not allow any employee who has possession of or who is under the influence of alcohol or controlled substances to perform work.

1.2.6.8.5 Loitering. Contractor employees shall not loiter in any working or patron area. Upon completion of their assigned duties, employees shall depart the facility. The Contractor shall allow only authorized personnel to be present in Contractor's work areas.

1.2.6.8.6 Fraud, Waste and Abuse. In accordance with AR 11-2, Internal Management Controls, the Contractor shall be responsible for maintaining proper conduct and good discipline within Contractor occupied work areas. Contractor personnel shall be encouraged to be alert to and report suspected situations of fraud, waste, and abuse, or other intentionally dishonest conduct against the Government observed during or in the performance of this Contract.

#### **1.2.6.9 Search and Seizure**

All Contractor personnel and property may be subject to search and seizure upon entering, while on, and upon leaving Installation confines in accordance with paragraph 2-2, AR 190-22.

#### **1.2.6.10 Personnel Training**

1.2.6.10.1 Training and Recruitment Plan. The Contractor shall develop and implement plans that incorporate the Contractor's policy concerning the training of incumbent and replacement personnel, to include recruitment procedures (CDRL 102R008).

1.2.6.10.2 Orientation Training. The Contractor shall conduct an orientation training class for all Contractor employees within five working days of initial employment or re-assignment to another functional area under the Contract. This training shall be relative to the respective functional areas and Contractor and Government offices with which the employees will interact. The Contractor shall maintain records of training accomplished. The training shall include, but is not limited to, the following topics:

- General Orientation. General orientation regarding Contract requirements and the role of the respective functional areas to the overall Contract
- Functional Area. The respective functional area's internal and external (customer) standing operating procedures and general work requirements
- Physical Configuration. Familiarization with the physical configuration of the Installation, to include at a minimum, the location and layout of functional area facilities, master publications library, storage areas, and shop areas

- Safety. The Contractor's safety plan, the Installation safety program (AR Reg. 385-10), functional area specific safety training, and Hazard Communication training pursuant to 29 CFR 1910.1200
  - Fire Safety. Fire safety, including the Installation fire prevention program (AR Reg. 420-2)
  - Environmental Requirements. Environmental considerations, to include functionally specific Hazardous Materials/Waste Handling training pursuant to 49 CFR (parts 171-177)
  - Emergency Procedures. Emergency notification and response procedures
  - Conduct and standards, including standards of customer relations and dress
  - Applicable Installation regulations and directives
  - Security. Security requirements and procedures
- 1.2.6.10.3 Formal Training During Contract Period. During the period of the Contract, some employees may require formal school training in order to update skills, licenses and certificates. Travel and per diem expenses shall be handled in compliance with Section H. The Contractor shall obtain approval from the COR prior to any training. If the Contractor desires to use Government Schools, requests for school quotas to attend Government Courses of Instruction shall be prepared and submitted to the COR (CDRL 102R009). The Government reserves the right to accept or reject such requests. The COR will assist the Contractor with determining availability of courses, qualifications, and such other matters necessary to obtain the course.
- a. Department of Defense Training Courses. Joint Military Packaging Training Center (JMPTC) courses are primarily for military and civilian employees of the DOD. Employees of private organizations under contract to a DOD component may attend JMPTC courses on a space available basis, provided the DOD component certifies in writing that a valid requirement for attending exists. The COR will determine and provide JMPTC with certification that the U.S. Army will benefit most from the Contractor's employees attending the course of instruction. All applications for JMPTC courses shall be submitted to the COR in quadruplicate on DD Form 1556, Enrollment and Registration Request for DOD Management Education and Training Program Courses (CDRL 102R010), at least five working days prior to the deadline for course enrollment applications.
  - b. ASP Training. Contractor personnel assigned to the ASP shall have taken the Defense Ammunition Center and School Ammo-C-9 or Ammo-C-9-OS (on -site) Special Technical Ammunition course. The course referenced shall be completed by all ASP personnel within eighteen months after Contract award. The Contractor shall submit written requests for training quotas to the COR when the number of quotas required is known. Prior completion of this course will satisfy this requirement if documentation is provided to the COR. In the event that Contractor personnel cannot be provided training due to school scheduling constraint, the eighteen-month completion period may be waived on a case-by-case basis by the COR.

**1.2.6.11 Specific Personnel Requirements**

All Contractor personnel shall be fully qualified to perform the work to which they are assigned under this Contract.

- 1.2.6.11.1 Computer. The Contractor shall provide competent individuals responsible for tasks related to electronic management systems as specified in this Contract. The Contractor shall provide at least one individual certified at the level of administrator for those STAMISs for which the Contractor is required to perform systems administration. For those STAMISs not requiring systems administrators, the Contractor shall provide at least one individual who is familiar with the operation of the system. The Contractor shall provide at least one individual certified (or having equivalent experience) to administer the Fort Lee logistics LANs.
- 1.2.6.11.2 Equipment Operators. All Contractor personnel operating mobile equipment and vehicles shall possess a valid state operator's license, to include Commercial Driver's Licenses (CDLs), if required for the equipment and vehicles operated. Contractor motor vehicle drivers and equipment operators shall be qualified, certified, and licensed in accordance with AR 600-55.
- 1.2.6.11.3 Boiler Maintenance. Operators and mechanics performing operations and foreman and supervisors of repair, maintenance, modification, and installation of heated pressure vessels. These individuals shall be certified Boiler Operators/Technicians capable of maintaining hot water boilers up to a capacity of 750,000 BTU, high pressure steam boilers up to a capacity of 3,500,000 BTU, and low pressure steam boilers up to a capacity of 750,000 BTU.
- 1.2.6.11.4 Backflow Prevention. All Contractor personnel performing any work involving backflow prevention shall be appropriately certified.
- 1.2.6.11.5 Gas Leak Response. All Contractor personnel who will be responding to gas leaks shall be appropriately certified.
- 1.2.6.11.6 Fire Sprinkler System Maintenance. All Contractor personnel who will be inspecting and performing maintenance on fire sprinkler systems shall be appropriately certified.
- 1.2.6.11.7 Asbestos Removal and Disposal. All Contractor personnel who will be handling the removal and disposal of asbestos shall be appropriately certified.
- 1.2.6.11.8 Cathodic Protection Systems Qualifications. All Contractor personnel who will be working with cathodic protection systems shall be appropriately certified.
- 1.2.6.11.9 Operation and Maintenance of Potable Water Systems. All Contractor personnel who will be operating or maintaining the potable water systems shall be appropriately certified (minimum of Class 4) be the Virginia Department of Professional and Occupational Regulation, Commonwealth of Virginia.
- 1.2.6.11.10 High Voltage Line Maintenance. All Contractor personnel who will be working on high voltage energized lines shall be at the journeyman level,

certified by the Commonwealth of Virginia, or be in an approved apprenticeship program working with a certified technician.

1.2.6.11.11 Locksmith Services. The Contractor shall employ bondable and licensed personnel to provide locksmith services.

1.2.6.11.12 Refrigeration/Air Conditioning Work. Refrigeration and Heating, Ventilation, Air Conditioning (HVAC) personnel shall be certified in the handling of Chlorofluorocarbon and halon gases in accordance with the Clean Air Act (CAA) of 1990 to perform all work involving these gases, or work under the direct on-site supervision of a person who is certified.

1.2.6.11.13 Pest Control Applicators. Personnel mixing and applying pesticides shall be certified in accordance with the State laws implementing Public Law 92-516, Federal Environment Pesticide Control Act, the 1995 Virginia Pesticide Control Act, DOD Directive 4150.7, and AR 200-5, or work under the direct line-of-site supervision of a person who is certified. At a minimum, personnel shall be certified in EPA categories 3 (ornamental and turf), 5 (aquatic), 6 (right-of-way), 7 (industrial, institutional, structural, and health related), and 8 (public health). In addition, personnel shall also be certified in the specific areas of pest control in which they are working, i.e. termite control and household pest control.

1.2.6.11.14 Ammunition. The Contractor shall provide at least one individual who is certified to handle ammunition in accordance with AR 385-64 series with TRADOC, FORSCOM, and any applicable Fort Lee supplements thereto.

1.2.6.11.15 Confined Space Entry. The Contractor shall be certified in Confined Space Entry in accordance with OSHA regulations when performing utility work. The Contractor shall maintain a log that shall record the following: confined space to be entered, location/building, purpose of entry, authorized duration of permit (date and time), type of permit space hazards, preparation for entry-checks, equipment required for entry and work, list of authorized entrants, and testing record (recording the acceptable conditions to actual readings).

1.2.6.11.16 Water Treatment. The Contractor shall be required to employ at least one individual with a Class 4 certification in water treatment with the Department of Professional and Occupational Regulations, Commonwealth of Virginia.

#### **1.2.6.12 Supervision of Work**

The Contractor shall provide proper supervision for work performed by Contractor personnel. The Project Manager or designated alternate shall be responsible for ensuring that required supervision of Contractor personnel is present during both regular and other than regular duty hours.

#### **1.2.7 CONTINGENCIES**

The Government establishes contingency plans and contingency training missions to support mobilization and national emergencies, and to augment local governments in the event of natural disasters. The Government must be able to react to such events without undue delay. These sudden or unusual events could result in a great impact upon Contractor performance and Contract requirements. The Contractor shall



establish, maintain, and implement, as necessary, plans and procedures to meet the Government's requirements for contingencies. In the event that unusual conditions develop, the Contractor shall continue, and expand if necessary, Contract performance. The cost of the expended efforts will be negotiated when the extent of the abnormal situation(s) and required support are identified. Installation mobilization and disaster contingency plans are maintained and will be made available to the Contractor upon Contract award.

#### **1.2.7.1 Mobilization Planning Conferences**

Thirty calendar days after Contract award, the Contractor shall provide in writing, to the COR, a single point of contact within the Contractor's organization for participation in and coordination of contingency and mobilization planning activities (CDRL 102R011). The Contractor shall participate in Government mobilization planning conferences and shall provide input as appropriate. Contractor personnel participating in the mobilization planning process shall have a SECRET or higher security clearance.

#### **1.2.7.2 Emergency/Disaster/Severe Weather Plan**

Thirty calendar days after Contract award, the Contractor shall prepare and submit a comprehensive contingency plan (CDRL 102R012) for implementation in the event of a national emergency, natural disaster, or severe weather. The Contractor shall update this plan as changes occur and shall submit a copy of the proposed plan to the COR for approval not later than 30 calendar days prior to the proposed effective date of the updated plan. In all cases, the Contractor shall assume the Contractor's work force will not be supplemented by the Government. The plan shall outline in detail procedures, personnel, and the means of accomplishing all functions in the Contract and any new demands, such as increased Contractor-furnished property, extended work hours, and expansion of the Contractor's work force under circumstances and/or contingency conditions which include, but are not limited to:

- Natural disasters (e.g., earthquakes, major storms, flash floods)
- Mobilization, deployment, or sudden buildup of forces (e.g., war, police action, international crisis, civil disturbance), including backfill of Contractor personnel in the event of activation, draft, or recall to active duty of these personnel
- Terrorism or other threats to personnel or property
- Utility outages
- Local government emergencies (e.g., accidents, fires)
- Special circumstances identified by the COR

#### **1.2.7.3 Strike Contingency Plan**

The Contractor shall plan for labor strikes which impact upon either the Government's or Contractor's ability to perform. The Contractor shall submit a Strike Contingency Plan (CDRL 102R013) no later than 30 calendar days after Contract award in accordance with AR 210-10. The Contractor shall update this

plan as changes occur and shall submit a copy of the proposed plan to the COR for approval not later than 30 calendar days prior to the proposed effective date of the updated plan. This plan shall contain the following information:

1.2.7.3.1 Provision of Essential Services. The plan shall include a description of the procedures which will be used to provide essential services, such as emergency service order response, and to operate essential functions such as heating (in season), refrigeration, and essential cooling, and to maintain water distribution systems, wastewater collection systems, and electrical substations. Identification, by position, of the personnel who shall be responsible for performing the emergency services shall be included. These essential services shall be provided continuously without interruption pending any recruitment actions.

1.2.7.3.2 Personnel Recruitment. The plan shall include a description of how and where qualified personnel will be acquired, a description of the recruiting procedures to be used, and the time frames that may be needed to secure such personnel in the event of a work stoppage.

1.2.7.3.3 Collective Bargaining Experience. The plan shall include a description of the Contractor's experiences in the collective bargaining arena.

## 1.2.8 DOCUMENTATION / REPORTS

### 1.2.8.1 Workload Data

The Contractor shall report all work accomplished under the Contract and shall furnish the workload data to the COR in letter and electronic format by close of business on the fifth calendar day of the following month (CDRL 102R014). The workload data shall be in a format compatible with Government accounting systems and workload analysis automated information systems where such exist. For data elements not currently available through Army Public Works and Logistics information systems, the Contractor shall develop the methodology, format, and structure necessary to furnish such data. The workload data shall reflect all work accomplished by the Contractor's project staff directly costed to appropriate contract line items. Functional area workload shall be severable by contract line item and follow the Performance Work Statement structure. The workload data shall be subject to review and comment by the COR and shall be updated as required. At a minimum, the data provided shall list the following information by month:

- a. Quantity of service orders completed during each month and the average time expended on each service order by craft.
- b. Quantity of Recurring Maintenance hours completed during each month listed by contract line item.
- c. Quantity of facilities inspected, the total square footage, and total hours expended each month for facility Preventive Maintenance (PM) and Cyclic Maintenance.
- d. Total hours of operations for the month by contract line item.

- e. Total hours of scheduled overtime completed during each month listed by contract line item with all associated costs, including total cost.
- f. Total and average hours of unscheduled (call-out by Main Police Station dispatcher or by Public Works Service Order Desk for emergency work) overtime completed each month listed by contract line item with all associated costs, including total cost.
- g. Quantity of vacant quarters maintenance (VQM) completed each month to include the number of service orders completed under VQM for each quarters.
- h. Quantity of work orders completed during each month and the average time expended on each work order by craft.

#### **1.2.8.2 Organizational Chart**

The Contractor shall submit an Organizational Chart (CDRL 102R015) to the COR within 30 calendar days following Contract award, showing the Contractor's organizational responsibilities.

#### **1.2.8.3 Standing Operating Procedures**

The Contractor shall develop internal and external standard operating procedures (SOPs) for each management and functional area covered under this Contract unless otherwise specified. Each functional area SOP shall be identified by the applicable Contract paragraph. SOPs shall describe in detail the procedures for each area and cover the following topics at a minimum: quality control, hours of operation, work assignments, approval authorities, work flow, functional relationships between the Government and the Contractor and between the Contractor's organizational elements, and any other information needed for efficient and uniform performance. The Contractor shall develop and coordinate with the Government external SOPs for those functions which require the Contractor to directly interface with authorized customers.

#### **1.2.8.4 Management Plan**

The Contractor shall submit a management plan (CDRL 102R016) to the COR for review and approval 30 calendar days prior to Contract start. The management plan shall reflect an understanding of all tasks specified in the Performance Work Statement and describe an approach to satisfy these requirements. If any portion of the plan is found to be inadequate, the plan will be returned to the Contractor with the inadequacies listed. The Contractor shall submit a revised plan to the COR within five working days following receipt of the notification of rejection. The plan shall be implemented on Contract start date. Any revisions to the Management Plan shall have the approval of the COR. At a minimum, the Management Plan shall address:

- Industrial relations and personnel management.
- Productivity control, productivity measurement, cost control, and work control, including work scheduling, work flow, and achievement of established standards.

- Management, utilization, maintenance, standards, and accountability of Government property.
- Overall project management and administration.
- Overall financial management, including accuracy of cost control data and reporting procedures.
- Data collection and other documentation, including document flow and control of associated files.
- Staffing matrix indicating how each section or division of the proposed work force interrelates with each other in the performance of the Contract.
- Management of all resources, i.e., equipment and staffing plan, including the accomplishment of emergency work.
- Show how the Contractor's corporate headquarters will support and provide expertise to the Contractor's on-site Project Manager.
- Contractor's project office autonomy, i.e., show how the Contractor plans to provide on-site decision authority and independence from the Contractor's corporate headquarters commensurate with Project Office responsibility.
- Contract operations planning and control.
- Methods the Contractor intends to employ to ensure that Contractor personnel are trained and current on state-of-the art processes, techniques, and equipment to gain the economies and efficiencies expected by the Government.
- Specific internal or external Standing Operating Procedures (SOPs) or plans as specified in this Contract.

#### **1.2.8.5 Reporting Requirements**

- 1.2.8.5.1 Historical Feeder Report. The Contractor shall compile data consisting of, but not limited to, significant work accomplished on a semi-annual basis and submit a detailed report to the Garrison headquarters or the appropriate Installation office (CDRL 102R017).
- 1.2.8.5.2 Review and Analysis Report. The Contractor shall compile data identifying problems or areas of interest pertaining to functional work (letters of disqualification). The Contractor shall brief the Installation's Commanding General during the semi-annual Review and Analysis meeting (CDRL 102R018).
- 1.2.8.5.3 Management Controls Report. The Contractor shall participate in the Management Controls Program in accordance with AR 11-2. The Contractor shall submit DA Forms 11-2 identifying areas outlined in AR 11-2, providing assurance that management controls are efficient, effective, and are being carried out. The Contractor shall identify any material weaknesses in the management controls and submit plans for the corrections of the weaknesses.

The contractor shall submit the reports to higher echelon for consideration and outbriefing to the Commanding General (CDRL 102R019).

#### 1.2.9 ADMINISTRATIVE REQUIREMENTS

The Contractor shall prepare all correspondence and maintain all functional files, blank forms, and the technical and administrative publication libraries required to accomplish the functions and tasks included in this Contract. The Contractor shall annotate the date received on all incoming documents and correspondence received. The Contractor shall conduct reports control and records administration programs in accordance with AR 335-11.

##### 1.2.9.1 Release of Information

The Contractor shall not release any news (including photographs and films, public announcements, or denial or confirmation of same) or Installation related information of any subject matter within this Contract or any phase of any program herein to the media or any other unauthorized users without the prior written approval of the COR.

##### 1.2.9.2 Files

Government-furnished classified and unclassified files in existence at the Contract start date, and those generated under this Contract, shall be maintained and retired in accordance with AR 25-400-2, TRADOC Supplements, and any Fort Lee Supplements thereto and other applicable Army regulations and directives listed in Section C-6. The Contractor shall provide security of classified documents in accordance with AR 380-5 and DOD 5200.1-R, National Industrial Security Program Operating Manual. All such records and files shall be made available for review by any agency or individual authorized access by the COR. All functional files maintained by the Contractor under the provisions of this Contract are the property of the Government and shall be returned to the Government upon completion or termination of this Contract. The Contractor shall provide a List of Selective File Numbers (CDRL 102R020), in compliance with Paragraph 5-13 of AR 25-400-2. The Contractor may generate and maintain files for purposes other than those relating to the services being contracted; such files shall be the Contractor's property and are not subject to Government audit. An automated filing system to identify maintenance on equipment/systems shall be established and maintained. As part of this system, the Contractor shall identify method(s) in which records will be maintained and updated and the forms necessary to document the maintenance accomplishment.

##### 1.2.9.3 Regulations, Manuals, and Technical Documents

The Contractor shall become acquainted with and obey all Government regulations as posted, or as required by the COR. Regulations, manuals, and technical documents applicable to this Contract are listed in Section C-6.

#### 1.2.9.3.1 General Requirements.

- a. Commercial Publications. The Contractor shall procure the commercial publications, including manufacturer's manuals, necessary to perform under the terms of this Contract.
- b. Mandatory Publications. The Contractor shall comply in their entirety with all publications coded as "M" for Mandatory in Section C-6 unless otherwise directed by this Contract. The Contractor shall be responsible for full compliance with all supplements and amendments to mandatory publications.
- c. Advisory Publications. The Contractor shall utilize publications provided as "Advisory" primarily for informational purposes.
- d. Installation Regulations. The Contractor shall be responsible for complying with all Installation regulations specified herein and in Section C-6.
- e. Updates. The Contractor shall order, follow-up, and ensure timely distribution of updates and other publication requirements. Publications shall be kept current and maintained in accordance with DA Pam 310-13 and applicable Army regulations and other directives listed in Section C-6.
- f. Use of Terms. Publications may contain references to divisions, such as "Supply Division," "Maintenance Division," "Transportation Division," or "Services Division," or to branches within those divisions. Such terms shall be interpreted to mean "the Contractor" as used herein, unless the cited function is specifically excluded herein.

1.2.9.3.2 Publications Libraries. The Contractor shall maintain the Technical Reference Libraries, including all publications, data, exhibits, and other information provided therein. The Technical Reference Libraries shall be updated as required to ensure that all information therein is correct. The Technical Reference Libraries shall be considered Government property.

### 1.3 PERFORMANCE

#### 1.3.1 QUALITY CONTROL

The Contractor shall be responsible for the quality of products and services provided under the terms of this Contract, to include those provided by subcontractors. To ensure that the requirements of this Contract are met, the Contractor shall implement an effective, economical Quality Control Program.

##### 1.3.1.1 Contractor Quality Control Program

The Contractor shall develop a proactive Quality Control Program (QCP) for measuring and attaining quality of performance under this Contract. The Contractor's QC Program shall explain the manner in which the Contractor will ensure all Contract requirements are being accomplished in accordance with the specifications of this Contract and industry standards. A sustaining focus throughout the Quality Control Program shall be the attainment of continuous quality improvement. The Program shall emphasize deficiency prevention over

deficiency detection and shall incorporate the principles of ISO 9002. The Contractor's Quality Control Program and any services performed will be accepted by the COR only when in full compliance with clause 52.246-05 of the Federal Acquisition Regulation, entitled "Inspection of Services - Cost Reimbursement."

1.3.1.1.1 Quality Control Plan. The Contractor shall maintain a Quality Control Plan (CDRL 103R001) describing the Quality Control Program. The Contractor's draft Quality Control Plan submittal in accordance with Section L shall be updated and approved by the COR prior to implementation on Contract start date. The Contractor shall submit the final Quality Control Plan within 30 calendar days after Contract start date. The Contractor shall submit any changes in the Quality Control Plan/Program to the COR for approval five working days prior to implementation.

- a. Plan Organization. The plan shall be constructed in such a manner that each functional plan may be extracted and used for that function.
- b. Inspector Qualifications. The QC Plan shall include the names and minimum acceptable qualifications of firms or individuals tasked to perform inspections and the extent of their authority. Their functional role shall be depicted in an organization chart.
- c. Test Methods. The plan shall discuss proposed test methods, including names and qualifications of technicians or qualified testing laboratories to be used.

1.3.1.1.2 Program Independence. The Quality Control Program shall be independent from all other parts of the Contractor organization. Quality Control shall be an identifiable entity (i.e. Division, Branch, Department, etc.) of the Contractor's organization at the Installation and shall be adequately staffed to ensure full execution of the identified Program by qualified personnel. The Quality Control Program shall be directly accountable to the Contractor's Project Manager or Corporate Management.

1.3.1.1.3 Program Content. The program shall address, at a minimum, all items listed in the Performance Requirements Summary (PRS), and the tasks below.

- a. Inspection Program. Included shall be a quality control inspection program covering all general and specific tasks included in the Contract scope of work. It shall specify tasks or areas to be inspected on both a scheduled or unscheduled basis, the manner in which inspections are to be conducted, the titles of the individuals who will perform the inspections, and the percentage of the work which will be inspected on a recurring basis. In developing this inspection program, the Contractor shall identify the key activities and associated characteristics in each process that have a significant influence on specific services and provide for methods for evaluation of the selected characteristics.
- b. Deficiency Identification. The QC Program shall include a method of identifying deficiencies in the quality of services performed, before the level of performance becomes unacceptable as defined in the PRS. This shall contain processes for corrective action without dependence upon Government direction.

- c. **Deficiency Correction.** The program shall contain process control and process performance measurement procedures that include how the Contractor will effect preventive corrective actions, as opposed to reliance on Government or customer identification of deficiencies prior to resolving the problem.
  - d. **Documentation and Enforcement.** The QCP shall include a method of documenting and enforcing quality control operations of both prime Contractor and subcontractor work, including inspection and testing.
  - e. **Trend Analyses.** The QCP shall include a method of performing trend analyses and assessments through the use of metrics.
  - f. **Surveillance Methods.** The QCP shall contain specific surveillance techniques for all Contract services. The surveillance methods shall be comprehensive and adaptable to the reporting system of the plan.
  - g. **Customer Complaint Program.** The Quality Control Program shall include a customer comments/complaint program and processing system. The program shall allow identification and correction of validated customer complaints and provide feedback to the Government and customers on corrective action(s) taken. The term customer refers to customers internal and external to the organizations identified by this Contract.
  - h. **Army Suggestion Program.** The Contractor shall participate in the Army Suggestion Program. The Contractor shall collect suggestions from customers for all work performed under this Contract. The Contractor shall provide the collected suggestions, along with its own comments and recommendations, to the COR on a monthly basis. The Contractor shall implement approved recommendations immediately. The Contractor shall also review and furnish comments to the Government for draft documents, proposals, questions, regulations, policies, and procedures from higher and local headquarters pertaining to work performed under this Contract.
- 1.3.1.1.4 **Quality Control Files.** The Contractor shall maintain a file of all inspections or tests conducted by the Contractor, to include any corrective actions taken. This file shall be subject to COR review upon demand. The file shall be the property of the Government and shall be turned over to the Government upon completion or termination of the Contract.
- 1.3.1.1.5 **Quality Control Reports.** The Contractor shall submit a weekly Quality Control Report for each functional area identified in the Contract (CDRL 103R002). Each Quality Control Report shall highlight the number of deficiencies that were discovered in the previous week and present solutions that will potentially resolve future deficiencies. The report shall be submitted to the COR for review and approval as part of the Contractor's quality control program.
- 1.3.1.1.6 **Effectiveness of Contractor Quality Control Program.** The Contractor's Quality Control Program shall ensure that:
- a. No more than three Government inspection reports of "unsatisfactory" performance per calendar month may result from Government Quality



Assurance inspections of Contractor work effort in any single Contract functional area (C-5.2, C-5.3, etc.). This does not include data reporting and inventory requirements.

- b. Government inspection reports of "unsatisfactory" performance resulting from Government Quality Assurance inspections of Contractor work effort do not occur in three or more Contract functional areas (C.5.2, C.5.3, etc.) within any calendar month. This does not include data reporting and inventory requirements.

#### **1.3.1.2 Performance Evaluation Meetings**

The Project Manager shall meet periodically with the COR and the Government Quality Assurance Evaluator (QAE) to review Contract performance. Meetings shall include review and analyses of key process indicators, analyses of process deficiencies, and problem resolution. At these meetings, the COR and the Contractor will discuss Contractor's performance as viewed by the Government and problems, if any, being experienced. The COR will take appropriate action to resolve outstanding issues. A mutual effort shall be made by the Contractor and COR to resolve any and all problems identified.

1.3.1.2.1 Meeting Frequency. These meetings will be held weekly during the first 60 calendar days of the Contract period, and as needed, but not less than once a month, thereafter. A meeting shall be held upon notification by the COR when a Contract Discrepancy Report (CDR) is issued.

1.3.1.2.2 Meeting Minutes. An electronic recording of these meetings may be kept by the COR. Written minutes of these meetings will be prepared by the COR and signed by the COR, the QAE, the Project Manager, or their designated representatives, as appropriate. Should the Contractor not concur with the minutes, the Contractor shall state in writing any area of nonconcurrency within one working day after receipt of minutes (CDRL 103R003). The COR will take appropriate action to resolve any area of disagreement.

#### **1.3.1.3 Government Quality Assurance**

The COR and Government Quality Assurance Evaluators will inspect for compliance with Contract terms throughout the Contract period. Evaluation will be based on the Contractor's compliance with the requirements set forth in the Performance Requirement Summary (PRS). The Government will monitor the Contractor's performance under this Contract by performing checks as contained in Contract administration surveillance plans and as outlined in Clause 52.246-5 of the Federal Acquisition Regulation, "Inspection of Services - Cost Reimbursement" and the Award Fee Plan. Typical procedures include random sampling, planned sampling, scheduled inspections, observations, and validated customer comments.

1.3.1.3.1 Inspection Reports. Surveillance inspections will be recorded by the Government. The Government will provide copies of surveillance inspections to the Contractor on a monthly basis. Those inspection reports indicating deficient performance shall be signed by the Contractor indicating receipt of a copy of the report. When the Contractor's performance is unsatisfactory, a Contract Discrepancy Report (CDR) will be issued. The Contractor shall reply in writing within ten working days from the date of the CDR, giving the reasons for the

unsatisfactory performance, corrective action taken, and procedures to preclude recurrence (CDRL 103R004).

#### **1.3.1.4 Participation in Government Quality Assurance**

In addition to performing Contractor quality control, the Contractor shall participate in Government quality control programs as defined in the functional areas of this Contract and as required by the COR.

### **1.3.2 PERFORMANCE METRIC DEVELOPMENT, ANALYSIS, AND REPORTING**

The Contractor shall develop a set of metrics or performance measures that can be applied to data collected regarding the performance of work completed on the Contract. The set of metrics shall be submitted to the COR for review and then updated as necessary with concurrence of the COR (CDRL 103R005). The metrics shall be able to quantify the meeting of customer expectations and display added values to the Government. The Contractor shall analyze and report the metrics against baselines and/or benchmarks periodically. The metrics shall have the ability to assist the Contractor and Government to develop programs for continuous improvement and life cycle cost reductions.

#### **1.3.2.1 Metric Development**

The Contractor shall review the Contract operation and develop a set of metrics to analyze the performance and work accomplishments. The metrics shall be trendable, capable of being visually displayed, and understandable by personnel outside of the respective functional area being measured. The metrics shall also encourage continual positive communication between the Government and the Contractor.

1.3.2.1.1 Included Attributes. Metric attributes shall include, but not be limited to, customer orientation, goal or objective linkage, process/action orientation, derivation from data that is readily collectable, trendable, repeatable, distinguishes desirable from undesirable results, and is simple.

1.3.2.1.2 Areas Covered. Metrics shall be developed for performance of this Contract in addition to overall Contract operation and financial execution. The metrics shall include evaluation of work performance, quality, responsiveness, and long term effectiveness of the work performed.

#### **1.3.2.2 Metric Analysis**

The Contractor shall analyze the metrics on a schedule as proposed by the Contractor, to include, at a minimum, quarterly performance reviews and annual comprehensive program reviews.

1.3.2.2.1 Quarterly Analysis. The quarterly metric analysis shall include trends evaluated on resource expenditure and mission accomplishments. The Contractor shall identify deviations, reasons for the deviation, and make recommendations for adjustment if necessary.

1.3.2.2.2 Annual Analysis. The Contractor's annual analysis shall include revalidation of specific metrics or development of modified metrics or baselines, in addition to the required quarterly analysis.

### **1.3.2.3 Metric Reporting**

1.3.2.3.1 The Contractor shall develop for COR concurrence a program of performance reviews to report the status of the Contract using the metrics developed (CDRL 103R006). The Contractor shall use metrics in the quarterly evaluation of the Contract in each of the Functional Areas and for overall Contract management.

## **1.4 COMPLIANCE**

The Contractor and Contractor employees shall abide by Federal, state, and local laws, as prescribed in applicable directives listed in Section C-6 while engaged in the performance of all operations associated with this Contract.

### **1.4.1 PERMITS**

The Contractor shall, without additional effort by the Government, obtain all certifications, licenses, and permits required for performance of work and for complying with all applicable Federal, State, and local laws. Evidence of such documents shall be provided to the COR (CDRL 104R001).

### **1.4.2 INSPECTION BY GOVERNMENT AGENCIES**

The Contractor shall provide access to Government-owned, Contractor-operated (GOCO) facilities and Government-furnished and Government-owned property and cooperate with visiting Government personnel conducting official inspection visits and surveys at the Installation. Inspection visits will be made by agencies including, but not limited to, the Inspector General (IG), Army Audit Agency (AAA), Army Corps of Engineers, Occupational Safety and Health Administration (OSHA), the Virginia Department of Environmental Quality (VDEQ), General Accounting Office (GAO), Internal Review and Audit Compliance (IRAC) Office, Safety Security Integrated Sustainment Maintenance, and Training and Doctrine Command (TRADOC). Facilities Engineering staff visits shall be in compliance with the provisions in AR 420-10 and the TRADOC Supplement to AR 420-10.

#### **1.4.2.1 COR Notification of Inspection**

1.4.2.1.1 Planned Visits. The Contractor shall notify the Installation Safety Office of planned visits, investigation, or corrective actions required by Federal, State, local or any non-Installation Safety agencies.

1.4.2.1.2 Unplanned Visits. The Contractor shall notify the COR by phone within 30 minutes of unannounced arrival of any agents of any regulatory agency at Government facilities operated by the Contractor. The COR will issue instructions as to how to proceed in cooperating with inspector.

#### **1.4.2.2 Inspection Report**

The Contractor shall submit a written report to the COR, by close of business (COB) on the next workday following completion of an inspection/visit, to include the name(s), identification number(s), agency(s) of the inspector(s), reason for visit, and any remarks made during the visit (CDRL 104R002). The Contractor shall

include a copy of all reports received and, if samples are collected, similar samples. Samples shall be accompanied by a statement signed by the Contractor validating their authenticity.

#### 1.4.3 SAFETY

All work shall be conducted in a safe manner and in compliance with OSHA, EPA, state, Installation safety office, and Corps of Engineer Safety Manual (EM 385-1-1) requirements. If the Contractor fails or refuses to promptly comply with safety requirements, the COR will issue an order stopping all or part of the work until satisfactory corrective action has been taken.

##### 1.4.3.1 Safety Plan/Program

The Contractor shall develop a Safety Plan (CDRL 104R003) that delineates the processes and procedures the Contractor shall use to prevent accidents and preserve the life and health of Contractor and Government personnel and the public and protect work and property. The Contractor shall implement a Safety Program based on his Safety Plan to be implemented on Contract start date. The Safety Program shall be implemented for the purpose of preventing accidents and preserving the life and health of Contractor personnel and Government personnel involved in performance of the Contract or receiving services provided under the Contract. The Contractor's safety program shall fully comply with the provisions of AR 385-10 and all other applicable Army, Installation, and Occupational Safety and Health (OSHA) regulations and directives. In cases where standards conflict, the stricter requirement shall apply. The Contractor shall designate personnel to be responsible for administration of safety and OSHA programs. The Contractor shall submit the Plan to the COR 30 calendar days prior to Contract start date. The Contractor shall update the plan as changes occur and shall submit a copy of the proposed plan to the COR for approval not later than 30 calendar days prior to the proposed effective date of the updated plan. The Contractor's Safety Plan shall include provisions for:

- 1.4.3.1.1 Safety Procedures. The Contractor shall develop procedures and practices that minimize accident risk. Any Contractor internal safety directives or standard operating procedures shall be submitted to the Government.
- 1.4.3.1.2 Health Screenings. The Contractor shall provide necessary personnel health screening.
- 1.4.3.1.3 Safety Equipment Use. The Contractor shall furnish Contractor employees safety equipment, personal protective equipment, and safety devices. The Contractor shall ensure the use by employees of safety equipment and personal protective equipment and devices necessary to protect the individual. All safety equipment used shall be in accordance with OSHA standards, for example: safety boots, hard-hats, safety glasses and goggles, ear plugs, rubber gloves for high voltage work, and insulated ladders.
- 1.4.3.1.4 Shop Safety. The Contractor shall have Contractor supervisors, particularly first line, ensure that workers observe Installation and shop safety precautions.

1.4.3.1.5 Flammables. The Contractor shall comply with AR 420-90 and with the National Fire Protection Association (NFPA) Codes and Standards Volume 3 for the storage and use of flammable mixtures which might constitute a fire hazard.

1.4.3.1.6 Smoking. The Contractor shall comply with AR 600-63 and any applicable Fort Lee policies for controlling smoking in Government buildings and facilities.

#### **1.4.3.2 Inspections**

1.4.3.2.1 Safety Inspections. The Contractor shall perform periodic inspections of safety equipment as required by Federal and State OSHA standards and other regulations. In addition, the Contractor shall inspect and survey Contractor work areas for potential safety hazards. The Contractor shall be subject to safety inspections by the Government.

1.4.3.2.2 Occupational Hygiene Inspections. The COR may conduct occupational/industrial hygienic surveys, evaluations, and inventories. The COR will notify the Contractor of any recommendations or evaluations which reveal actual or potential health hazards that require protective measures to be implemented. Contractor employees shall be instructed by the Contractor to notify the Contractor of any potential health hazards.

#### **1.4.3.3 Unsafe Conditions**

1.4.3.3.1 Violation Warnings. The Contractor shall post all notices of violations for hazards classified as Risk Assessment Codes 1 and 2 in the workplace or area where the hazards exist.

1.4.3.3.2 Hazardous Conditions.

- a. Previously Identified Hazardous Conditions. The Government shall provide a list of facilities that have been inspected for compliance with the Occupational Safety and Health Act (OSHA) and for which any workarounds have been established. The Government will correct these hazards, or any hazards later discovered, at its own expense, in compliance with Government-developed plans of abatement, taking into account safety and health priorities. A higher priority for correction will not be assigned to the facilities provided under this Contract because of the award of this Contract. The identification of any hazardous condition(s) does not warrant or guarantee that no other possible hazards exist or that the workaround procedures currently employed will be adequate to meet the responsibilities of the Contractor. Compliance with OSHA and other applicable laws and regulations for the protection of employees shall be the sole obligation of the Contractor, except as otherwise specifically stated in this Contract.
- b. Contractor Identified Hazardous Conditions. If, at any time during the term of this Contract, hazardous conditions not previously identified are discovered by the Contractor or made known to it by any Federal or State agency responsible for enforcing OSHA, or if any workaround is determined to be inadequate by any Federal or State agency, the Contractor shall report, in writing, such conditions or determinations to the Contracting Officer within

30 minutes after discovery (CDRL 104R004). The Contracting Officer may take any of the following actions, as he deems appropriate:

- recommend that the Contractor request variance from the pertinent standard if alternate safety measures will provide adequate protection;
- negotiate replacement of hazardous property with Contractor-owned property;
- replace hazardous property with suitable Government property;
- authorize modification at Government expense; or
- authorize modification of Government property at Contractor expense with the understanding that title to any nonseverable modification vests in the Government.

The last step shall be mandatory if the hazardous condition was caused by the fault or negligence of the Contractor or his officers, agents, employees, or servants, in accordance with FAR 52.245-5.

#### **1.4.3.4 Safety Training**

The Contractor shall provide and document initial and annual instructions to enable employees to conduct their work in a safe manner and to recognize and report hazardous conditions. Initial indoctrination shall include instructions in safe practices; proper use, care, and maintenance of tools and equipment; accident reports and individual responsibility for accident prevention; and, known hazards in work areas. The Contractor shall complete initial indoctrination within 30 calendar days after Contract start date and shall notify the COR, in writing, within ten additional calendar days of Contractor employees, by name, who have attended the indoctrination (CDRL 104R005). The Contractor shall conduct follow-on training yearly, as a minimum, with notification to the COR within ten calendar days after completion. The Contractor shall also develop procedures to ensure new hire employees are indoctrinated prior to work assignment. The Contractor shall conduct quarterly safety training for Contractor employees working in all applicable functional areas. The training shall include, but not be limited to, the following topics, as applicable:

- Petroleum, Oil, and Lubricants (POL) handling and storage
- Vehicle operations
- Packaging and shipping
- Hazardous materials (HAZMAT) storage, shipping, and handling
- Confined space entry
- Respiratory protection
- Hazard Communication (HAZCOM)
- Lock out/Tag out

- Personal Protective Equipment (PPE)

#### **1.4.3.5 Fire Safety**

The Government will provide fire protection services on the Installation. However, the Contractor shall safeguard and maintain all Government property and provide for the safety of Government and Contractor personnel within the areas and facilities assigned to Contractor operations. The Contractor shall comply with National Fire Protection Association (NFPA) Codes and Standards Volume 3. The Contractor may request advice in establishing a fire prevention program upon written request through the COR to the Installation Safety Manager. All Contractor personnel involved in the receipt, handling, storage, issue, and security of ammunition shall be thoroughly familiar with Contractor fire prevention and control procedures. The Contractor shall be subject to fire inspections by the Government.

**1.4.3.5.1 Fire Prevention and Protection Plan.** The Contractor shall establish and maintain a comprehensive Fire Prevention and Protection Plan (CDRL 104R006) in accordance with AR 420-90, CASCOM&FL Reg. 420-3, and TRADOC supplement thereto and TM 9-1300-206. This plan shall complement the Installation Fire Prevention and Protection Program. The Contractor shall implement the plan in each Government-furnished, Contractor-operated (GOCO) facility. A detailed draft shall be submitted in accordance with Section L; the final plan shall be submitted to the COR for approval within 30 calendar days after Contract award date. The Contractor's Fire Prevention and Protection Plan shall be implemented on Contract start date. The Contractor shall update the plan as changes occur and shall submit a copy of the proposed plan to the COR for approval not later than 30 calendar days prior to the proposed effective date of the updated plan.

**1.4.3.5.2 List of Responsible Personnel.** The Contractor shall designate, in writing, personnel to be responsible for administering comprehensive Fire and Safety plans in accordance with the CASCOM Single Source Safety Document, AR 385-10, The Army Safety Program, and AR 420-90, Fire Prevention and Protection (CDRL 104R007). Notification of any changes in responsible personnel shall be submitted to the COR no later than ten working days prior to the change.

#### **1.4.3.6 Reporting Requirements**

The Contractor shall prepare and submit or maintain the following reports and records.

**1.4.3.6.1 Monthly Inspection Report.** The Contractor shall conduct a monthly fire safety inspection of all permanent buildings, not including Family Housing Units. The inspection shall include, but not be limited to, inspecting fire extinguishers for proper charge and accessibility; ensuring all emergency exits are accessible and unobstructed; and inspecting emergency exits for proper signs and lighting. The Contractor shall complete the inspection report and submit the findings to the COR no later than the fifth working day of the following month (CDRL 104R008).

1.4.3.6.2 Damage Reports. In all instances where Government property and/or equipment is damaged by the Contractor, the Contractor shall submit a full written report of the facts and extent of such damage to the COR within two working days of occurrence (CDRL 104R009). The Contractor shall perform all work and operations to avoid damaging existing buildings, structures, pavements, equipment, and vegetation on the Government installation(s). Repair or replacement of damaged property shall be performed as directed by the Contracting Officer, and the corrective work shall be subject to inspection and acceptance by authorized Government personnel.

1.4.3.6.3 Emergency Notification Procedures. Contractor personnel witnessing a fire, an accident (to include train and aircraft incidents), a criminal act, a hazardous material release, or a threatening act or condition, shall notify the proper authority on the Installation by dialing 911, or personally reporting the act or occurrence to the Installation Fire Department or Military Police. The Contractor shall maintain a log recording the time of notification, the person notified, and scope of the emergency.

1.4.3.6.4 Accident Reporting. The Contractor shall comply with AR 385-40, OSHA, and other regulatory agency requirements for record keeping and reporting of all accidents in the course of Contractor work which result in death, trauma, occupational disease, or environmental damage. The Contractor shall provide a verbal report to the COR within two hours of occurrence and a written follow-up report within two working days whenever an accident involving personal injury occurs (CDRL 104R010).

a. Serious Accidents. The Contractor shall call 911 immediately in cases of serious accidents or injury. The Contractor shall further report the accident, within 30 minutes, to the Installation Safety Office during regular duty hours or to the Emergency Operations Center (EOC) after duty hours. Serious accidents and incidents include but are not limited to those defined in AR 385-40 and other applicable directives. Examples are as follows:

- One or more lives lost.
- One or more persons critically injured.
- Five or more persons hospitalized due to one incident.
- Fire causing major damage to structures, equipment or vehicles.
- HAZMAT and hazardous waste incidents.

1.4.3.6.5 Working Conditions Report. The Contractor shall make hazard reporting procedures available to Contractor employees in accordance with 29 Code of Federal Regulations (CFR) 1910 or 1960, as applicable.

1.4.3.6.6 Third Party Accident Claims. If any claims are made by a third party against the Contractor as a result of an accident which occurs in connection with the Contractor's performance, the Contractor shall submit, within 24 hours after the initiation of the claim, a full written report to the COR (CDRL 104R011).

#### **1.4.3.7 Personnel Escort**



The Contractor shall provide escorts in safety hazard areas where the Contractor has prime work responsibility (such as electrical substations and vaults, equipment rooms, etc.) for Government and other Contractor personnel who are performing work in these areas.

#### 1.4.4 ENERGY AND UTILITIES

The Contractor shall operate in full compliance with Federal, State, local, and Installation energy regulations and programs listed in Section C-6, including AR 11-27 and TRADOC Reg. 420-11. These utility conservation regulations shall be strictly adhered to, and the Contractor shall be subject to unannounced energy and utilities conservation inspections by the Government. The Contractor shall be solely responsible for any penalties levied for noncompliance. Such fines and penalties shall not be cost reimbursable under this Contract. Energy conservation measures shall include, but not be limited to, the following: reducing fuel oil and electricity consumption; minimizing energy losses; reporting to the COR any tampering or bypassing of EMCS and FM radio controls; and, performing work involving significant cost to the Government due to energy waste as an emergency work request.

##### 1.4.4.1 Violation Reports

The Contractor shall report, in writing, (CDRL 104R012) within one working day of discovery, to the COR any violation of energy policies on energy waste as specified in this Contract, such as:

- Overheated or overcooled buildings.
- Windows or doors open with heating or cooling in operation.
- Unauthorized operation of hot water heaters.

##### 1.4.4.2 Installation Energy Conservation Program

The Contractor shall coordinate energy requirements with the Public Works Energy Manager. The Contractor shall comply with the Installation Energy Conservation Program, to include:

1.4.4.2.1 Energy Conservation Instruction. The Contractor shall instruct all Contractor personnel in energy conservation practices, and require them to operate utilities under conditions which preclude wasteful use of energy. Controls for heating, ventilation and air conditioning systems shall not be adjusted by unauthorized workers. The Contractor will be notified, in writing, with regard to the start and stop dates of the summer cooling seasons and the winter heating season.

1.4.4.2.2 Temperature Control. During the summer cooling and winter heating seasons, the temperature control devices in all buildings shall be set to maintain a dry bulb temperature as directed by the COR.

##### 1.4.4.3 Contractor Energy and Utility Conservation Plan

The Contractor shall establish and implement an Energy and Utility Conservation Plan (CDRL 104R013) to support Government conservation programs. The Contractor's plan shall require the conservation of utility/energy usage as

prescribed in AR 11-27, 420-49, 420-54, TRADOC Supplements thereto, and TRADOC Regulation 420-11. At a minimum, the plan shall include the recovery and reuse of cleaning solvents, the closure of facilities or portions of facilities when not in use to conserve energy, the conservation of telephone usage, and the conservation of mobility fuels in accordance with AR 420-9, Energy Efficiency Program. A comprehensive and detailed plan shall be submitted to the COR within 60 calendar days from Contract start date. The Contractor shall implement this plan in each Government-owned, Contractor-operated (GOCO) facility. The Contractor shall instruct his employees in the principles and methods of conserving energy using the above listed publications as a guide.

1.4.4.3.1 Energy Officer. The Contractor shall appoint an Energy Officer and shall furnish a copy of the appointment to the COR within 60 calendar days from Contract start date (CDRL 104R014). Notification of any changes in responsible personnel shall be submitted to the COR no later than ten working days prior to the change.

#### 1.4.5 ENVIRONMENTAL COMPLIANCE

The Contractor shall operate in full compliance with Federal, State, local, and Installation environmental regulations and programs. The Contractor shall be solely responsible for any penalties levied for noncompliance. Such fines and penalties shall not be cost reimbursable under this Contract. The Contractor and all Government facilities utilized by the Contractor shall be subject to environmental inspections by the COR, the Public Works representatives, and other individuals approved by the COR. These inspections may be on an announced or unannounced basis.

##### 1.4.5.1 Hazardous or Toxic Materials

Hazardous materials listed in the Installation Chemical Inventory maintained by the Installation Safety Office are subject to Occupational Safety and Health Act (OSHA) Worker Right to Know Laws. In addition, other hazardous materials may be encountered. Additional materials known to exist are listed in the Installation Spill Management Plan available for review in the Technical Reference Library. The Contractor shall also comply with the Installation Hazard Communication Standard Program and Hazardous Communication Policy. These documents are available for review in the Installation Technical Reference Library.

1.4.5.1.1 Handling and Storage of Hazardous Material. The Contractor shall adhere to all applicable requirements of the Installation Hazardous Waste Management Plan, the Installation Integrated Pest Management Plan, and of 29, 40, and 49 Code of Federal Regulations (CFR) and shall provide all materials, labor, training, transportation, and equipment for the handling and storage of hazardous materials. Employees handling hazardous or toxic materials shall be properly trained under 29 CFR 1910.1200 Hazard Communication (HAZCOM) and documentation of training provided to the COR within 30 calendar days of Contract start (CDRL 104R015).

1.4.5.1.2 Common Hazardous Material. The following hazardous materials may be found on the Installation:

- a. Polychlorinated Biphenyls (PCBs). PCBs are acutely toxic and carcinogenic compounds commonly found in electrical equipment insulating oils. Even though the manufacture of additional PCB is prohibited by law, equipment with PCB insulating liquid is still in use and special handling procedures must be employed. Upon discovery of PCB, the Contractor shall notify the COR.
  - b. Asbestos. Asbestos, used in the production of heat resistant materials, has been classified as a hazardous material. Insulation, wallboard, tile, vent pipe, mastic, doors and other tangible items containing asbestos are still in use and may be encountered by the Contractor in the course of performing his duties. Upon discovery of asbestos, the Contractor shall contact the COR for further direction.
  - c. Pesticides/Herbicides. Pesticides and herbicides have been classified as hazardous materials. Procurement, handling, transportation, storage, use, and application of pesticides and herbicides shall be in accordance with applicable EPA and OSHA regulations, including the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA).
  - d. Lead. Lead-based paint has been classified as a hazardous material. Any work by the Contractor on surfaces where lead-based paint has been applied shall be performed in accordance with applicable OSHA regulations, EPA regulations, and DA policies.
  - e. Ozone Depleting Substances (ODSs). Venting of ODSs into the atmosphere is in violation of Public Law. At no time shall the Contractor knowingly vent or release ODSs.
- 1.4.5.1.3 Hazardous or Toxic Substance Exposure. As required by law, the Contractor shall notify the COR immediately upon discovery of air, land, or water being exposed to lead, asbestos, or other hazardous waste or substances. In the event that the exposure is the result of any actions by the Contractor, the Contractor shall alert the COR to this fact.
- 1.4.5.1.4 Hazardous and Toxic Substance Spills. The Contractor shall respond to hazardous waste or toxic substance spills caused by the Contractor on Fort Lee property in accordance with AR 200-1, the Installation Spill Contingency Plan, and the Installation Pest Management Plan. The Contractor shall report the spill to the COR within 30 minutes of the spill and provide a written report to the COR within five days of the spill (CDRL 104R016). The Contractor shall take immediate action after a spill to protect the soils, surface, and groundwater at Fort Lee. The Contractor shall ensure proper handling of spilled materials, until disposition, in accordance with Federal and State laws.

#### **1.4.5.2 Hazardous Waste**

The Installation is regulated by the Environmental Protection Agency (EPA) as a large quantity generator of hazardous wastes and holds the appropriate permit issued under Part A of the Resource Conservation and Recovery Act (RCRA). All hazardous waste as defined in 40 CFR 261 is subject to RCRA provisions. All such waste generated by the Contractor on the Installation from Government processes, equipment, or materials shall be stored in containers approved by Department of Transportation Reg. 49 CFR, 385-11, and AR 600-68 and disposed of in accordance with the Installation Hazardous Waste Management Plan available for review in the Technical Reference Library. All other wastes generated by the Contractor shall be disposed of by the Contractor in accordance with applicable State and Federal Standards.

#### **1.4.5.3 Interface with Environmental Regulatory Agencies**

The Public Works Environmental Management Office serves as the single point of contact (POC) with environmental regulatory agencies. All permit applications, mandatory notification requirements, mandatory reports, and proof of compliance actions required of the Installation will be submitted to regulatory agencies through the Public Works Environmental Management Office. Consequently, the Contractor shall submit copies of all information required of the Contractor by regulatory agencies to the Public Works Environmental Management Office (CDRL 104R017).

#### **1.4.5.4 Environmental Protection Plan**

The Contractor shall establish and implement an Environmental Protection Program. Within 30 calendar days of contract start, the Contractor shall submit the COR a comprehensive Environmental Protection Plan in accordance with Section L which shall describe the policies and procedures of the Environmental Protection Program (CDRL 104R018). All environmental protection matters shall be coordinated with the COR and the Installation Environmental Coordinator.

1.4.5.4.1 Plan Content. The Contractor shall comply with AR 40-5, AR 200-1, AR 200-2, AR 200-5 and with all Federal, State, and local laws, regulations, and Installation plans regarding pollution control, clean air, clean water, toxic substances control, resource conservation and recovery, and other environmental matters, the Installation Spill Prevention Control and Countermeasure (SPCC) Plan, the Installation Spill Contingency (ISC) Plan, and the Installation Hazardous Waste Management Plan, and the Installation Pest Management Plan which can be found in the Technical Reference Library. The plan shall provide for minimization of the discharge of pollutants and all other influences on environmental quality, and address hazardous waste management and the handling, neutralization, and disposition of industrial waste material.

#### **1.4.5.5 Citations**

Citations and violation notices issued by regulatory authorities against Government-owned, Contractor-operated (GOCO) facilities in noncompliance with

environmental standards must be resolved between the COR and the issuing office of the affected Federal, State, or local environmental agency.

1.4.5.5.1 Payment. Payment of fines or penalty charges associated with violations will be paid by the Government. If the citations are issued due to faulty operation or maintenance through no fault of the Government, the COR will determine Contractor liability and deduct fines from any monies due the Contractor.

1.4.5.5.2 Contract Action for Negligence. Fines or penalty charges, assessed to the Contractor, associated with citations issued by Federal, State, or local officials for faulty or negligent operation or maintenance practices by the Contractor, do not limit the Government's right to other Contract action.

#### 1.4.6 WARRANTY MAINTENANCE

##### 1.4.6.1 Warranty Records

Before Contract start date, the Government will provide the Contractor with records of all Government-owned property, vehicles, and equipment which are under warranty and used, managed, or supported under this Contract. Records will identify the item, the nature and expiration date of the warranty, and the name and location of the firm to contact about entitlement under the warranty. The Contractor shall provide the Government copies of warranty records on any items of equipment or repair items to which the Government will take title or which will be installed on Government property (CDRL 104R019). The Government will maintain a record copy of all warranties.

##### 1.4.6.2 Warranty Enforcement

The Contractor shall exercise existing manufacturers' commercial warranties on all Government equipment, including warranties on existing equipment, equipment replacements, and new equipment installations under this Contract and by other contractors. The Contractor shall exercise the warranty to repair or replace any installed equipment and materials furnished by the Contractor that fail within the warranty period. The processing of all warranty claims shall be performed in accordance with DA PAM 738-750. The Contractor shall report to the COR difficulties encountered in the enforcement of warranties and instances in which the costs of enforcement would exceed the benefits derived.

1.4.6.2.1 Enforcement Officer. The Contractor shall appoint, in writing, a Warranty Enforcement Officer to monitor and track all Government-owned equipment falling under the maintenance responsibility of the PWS. A copy of the appointment shall be provided to the COR within 30 calendar days of Contract start (CDRL 104R020). Notification of any changes in responsible personnel shall be submitted to the COR no later than ten working days prior to the change.

1.4.6.2.2 Exceptions. The Contractor shall repair warranty items without recourse to the warranty if the failure or defect results from Contractor abuse, or from improper or inadequate Contractor maintenance, as determined by the Government, or if the Government directs such repair. Existence of a warranty

does not alleviate the Contractor of his responsibility to perform work needed to prevent potential damage to personnel/property or to prevent unnecessary shutdown of facilities/functions.

- 1.4.6.2.3 Reporting. The Contractor shall inform the Government in writing of all warranty actions (CDRL 104R021). The Contractor shall comply with standard Army execution and warranty claim action reporting programs as defined in AR 700-139 and DA PAM 738-750.

#### 1.4.7 SECURITY

The Contractor shall comply with all Installation security requirements and the requirements specified herein. The Contractor shall establish and implement security plans to include processing security clearances, access to controlled areas, control of classified material and equipment, security of vehicles, facilities, and equipment, and handling of ammunition, weapons, and sensitive and pilferable material. The following regulations should be used as a guide for developing these plans: AR 190-11, AR 190-13, AR 190-51, FM 19-30, DOD 5220-22M, and DOD 5220-22R. Security Plans shall include controls to ensure that only those personnel with a valid security clearance are given access to Contractor controlled areas. The Contractor shall submit Security Plans along with his technical proposal for evaluation by the Government.

##### 1.4.7.1 Facility Security Officer

The Contractor shall, in accordance with DOD 5220.22M, Industrial Security Manual for Safeguarding Classified Information, appoint a U.S. citizen, who is required to be cleared as part of the Facility Security Clearance (FCL), to supervise and direct security measures for the application of Government-furnished guidance and specifications for classification, downgrading, upgrading, and safeguarding of classified information. The name of the person authorized to perform this task shall be submitted in writing to the COR as part of the Security Plans. Notification of any changes in responsible individuals shall be given to the COR within ten working days of the change.

##### 1.4.7.2 Personnel Security Clearances

Due to the nature and location of work to be performed under this Contract, and the requirement for access to restricted areas, classified equipment shipments, receipts, and certain classified data, specified Contractor personnel shall possess security clearances. Personnel security requirements are set forth in DD Form 254, Department of Defense Contract Security Classification Specification.

- 1.4.7.2.1 Positions Requiring Clearance. A personnel security clearance under the Defense Industrial Security Program (DISP) is neither a license for access to classified information nor a substitute for security measures designed to prevent unauthorized access. Therefore, security clearances under the DISP are only to be granted when there is a bona fide requirement for access to classified information in performance of duty assignment. The Contractor shall obtain security clearances for the following Contractor employees:

- Administrative personnel who process and control classified materials.

- Management personnel with a "need to know" in order to administer operations.
- Persons involved in the deployment or mobilization of forces.
- Persons involved in conducting evaluation of Emergency Deployment Readiness Exercises (EDREs).
- Materiel Managers and other personnel requiring access to the Total Army Equipment Distribution Plan (TAEDP).
- Personnel having access to weapons, COMSEC, and other classified equipment to include personnel repairing equipment containing classified information (e.g., locksmiths).
- Personnel affecting control of automated system security.
- Personnel involved in providing transportation services for mobilization, deployment, or contingency movement requirements.

1.4.7.2.2 Employee Termination. The Contractor shall perform debriefing procedures for departing employees in accordance with DOD 5220.22M.

#### **1.4.7.3 Physical Security Plan**

The Contractor shall establish and implement a Physical Security Plan within 30 calendar days after Contract start date and submit a copy of the proposed plan to the COR for approval (CDRL 104R022). The plan shall outline procedures to provide internal safeguards for the security of all Government-furnished property and all property in the possession of the Contractor for the performance of required services. The Physical Security Plan shall be established in accordance with the requirements of DOD 5100, 76-M; AR 190-11; AR 190-5, 190-40, 380-20, 710-2, DA Pam 710-2-1 and 710-2-2, and with TRADOC and FORSCOM Supplements thereto. The Contractor shall update the plan as changes occur and shall submit a copy of the proposed plan to the COR for approval not later than 30 calendar days prior to the proposed effective date of the updated plan. The Contractor will be subject to unannounced physical security inspections by the COR.

1.4.7.3.1 Physical Security Officer. The Contractor shall appoint a Physical Security Officer and shall furnish a copy of the appointment (CDRL 104R023) to the COR within 30 calendar days after Contract start. Notification of any changes in responsible individuals shall be given to the COR no later than ten working days prior to the change.

1.4.7.3.2 Facility Security Officer. The Contractor shall appoint a Facility Security Officer and shall furnish a copy of the appointment (CDRL 104R024) to the COR within 30 calendar days after Contract start. Notification of any changes in responsible individuals shall be given to the COR no later than ten working days prior to the change.

#### **1.4.7.4 Information Security Plan**

The Contractor shall develop an Information Security Plan in compliance with DOD 5220.22-M, Industrial Security Manual, incorporating DD Form 441-1 and AR 380-

5. This plan shall provide for the control of classified information related to handling and accessing classified information and control of all computer security and communications security utilized within the scope of this Contract. The Contractor shall implement the plan in each Government-owned, Contractor-operated facility. The Contractor shall comply with AR's 380-5, 380-19, 380-67, 380-40 and 530-1. The Contractor shall deliver an Information Security Plan to the Government for review 30 days prior to Contract start date and implement the plan at Contract start date (CDRL 104R025).

1.4.7.4.1 Security Officers. The Contractor shall provide an Information System Security Officer (ISSO) and a Terminal Area Security Officer (TASO) for each facility in which an automated information system (AIS) is located. A separate appointment letter shall be prepared for each TASO and include the respective AIS serial number(s) and the facility number in which the AIS(s) are located (CDRL 104R026). Notification of any changes in responsible personnel shall be submitted to the COR no later than ten working days prior to the change. The content and structure of the appointment letter shall comply with AR 380-19.

1.4.7.4.2 Appointment. The Contractor shall appoint an ISSO for each standard and non-standard AIS and as many TASOs and alternates as required to provide adequate systems security to prevent unauthorized access, theft and damage. The Contractor shall ensure that each ISSO, TASO, and alternate comply with the responsibilities and duties identified in AR 380-19 and Installation SOPs.

#### **1.4.7.5 Restricted Areas**

The Contractor shall comply with restricted areas procedures and instructions. Contractor personnel working in restricted areas may be required to sign in and out and state the nature of their business at the entrance desk. A list of these facilities will be made available to the Contractor on Contract start date. Work performed in restricted areas shall be coordinated with the respective restricted area Security Officer.

#### **1.4.8 KEY CONTROL**

The Contractor shall establish a written Key Control Plan (CDRL 104R027) to ensure that keys issued to the Contractor by the COR are not lost, misplaced, or used by unauthorized persons. This plan shall be provided to the COR for review 30 calendar days prior to Contract start. Responsibilities and procedures shall be as specified in AR 190-13, AR 190-51, and FM 19-30. The Contractor shall maintain records as required by AR 190-51 to ensure accountability of keys.

##### **1.4.8.1 Master/File Keys**

Master/file keys for buildings and housing will only be issued to Contractor employees performing services under this Contract. Building numbers or room numbers shall not be placed on master/file keys. Keys shall be coded so as to identify buildings or room numbers. Keys to areas where fire alarms, panels, and extinguishing systems are located shall be provided to the Fire Department. Master/file keys shall not be checked out to anyone other than authorized



personnel, i.e. to the Provost Marshal, the Public Works Real Property Office, or the Fire Department, unless authorized by the COR.

#### **1.4.8.2 Key Inventories**

The Contractor shall provide two copies of the key inventories to the COR within five working days of the date of request (CDRL 104R028).

#### **1.4.8.3 Key Duplication**

Government keys shall not be duplicated by the Contractor unless authorized by a valid work document approved by PMO and the Physical Security Officer.

#### **1.4.8.4 Unauthorized Users**

Use of Government keys issued to the Contractor by any person other than authorized Contractor employees is prohibited. The Contractor shall not permit entrance to locked areas to any person other than Contractor personnel engaged in performance of work in those areas without written authorization by the COR. The COR and his designated representative(s) will have access to any Government-owned property under the control of the Contractor.

#### **1.4.8.5 Lost Keys**

The Contractor shall report any occurrence of lost keys to the COR within 30 minutes of discovery of the loss. The Contractor shall provide the COR a written report by close of business the next day (CDRL 104R029). The report shall contain the key number, location(s) accessed by the key, date the key was discovered missing, name of person signing for the key, and any other relevant details.

### **1.4.9 VEHICLES**

Contractor personnel operating motor vehicles on Government installations shall have a valid civilian license to operate a motor vehicle and shall comply with AR's 190-5 and 385-55 regarding motor vehicle use and registration. All personal and Contractor-owned vehicles shall be properly registered, insured, and inspected in compliance with state and local laws.

#### **1.4.9.1 Identification of Contractor-Owned Vehicles**

Contractor-owned vehicles shall be identified with the firm's name, telephone number, and vehicle identification number on both sides of the vehicle with lettering or identifying signs as outlined in Chapters 8 and 9 of AR 58-1. Corporate markings are not permitted on Government-furnished equipment.

#### **1.4.9.2 Vehicle Parking**

Parking for Contractor personnel is available adjacent to most buildings on a first-come, first-served basis. Parking is subject to restrictions imposed by building occupants in buildings with joint Contractor and Government occupancy. The Government reserves the right to make changes in parking arrangements to accommodate new or changing requirements. Contractor employees shall park

privately owned vehicles in designated parking areas and adhere to the Installation Vehicle Operating Codes.

#### **1.4.9.3 Vehicle Registration**

Contractor personnel shall register POVs with Fort Lee or possess a valid Fort Lee Contractor ID card and a valid state driver's license.

#### **1.4.9.4 Government Vehicles**

Prior to operation of any Government-owned vehicle/heavy equipment, to include materials handling equipment, the operator shall have a current and valid driver's license covering the type of vehicle/equipment being used. The driver's license shall be obtained in accordance with applicable regulations and operating procedures as defined in Functional Area 5.11.

#### **1.4.9.5 Driver Safety Training**

The Contractor shall provide a vehicle driver safety orientation to Contractor personnel who operate Government-furnished vehicles and equipment. The orientation shall include refresher training on traffic rules, safe driving procedures, seasonal hazards, and related matters. The Contractor shall develop the lesson plans and submit the plan to the COR for approval 15 calendar days prior to Contract start date (CDRL 104R030). The Contractor shall revise the plans as needed and shall submit the revisions to the COR for approval not later than 15 calendar days prior to the proposed effective date of the revision. The Contractor shall conduct the initial orientation prior to operation of Government-furnished vehicles and equipment by Contractor employees and shall conduct refresher training annually. The Contractor shall notify the COR, in writing, within ten calendar days after completion of the training (CDRL 104R031).

#### **1.4.10 WEAPON / FIREARM CONTROL**

Contractor personnel shall not transport, possess, or use privately-owned dangerous weapons on TRADOC installations. "Dangerous weapons" include all forms of firearms, missile-throwing devices (e.g., bow and arrow), switch blade or automatic blade knives, knives with blades in excess of three inches, ammunition and pyrotechnics, fireworks, bludgeons (e.g., nunchaku), brass knuckles, shooting pens, and similar devices. Unauthorized dangerous weapons will be confiscated and impounded by Government law enforcement and security personnel. A state weapon permit does not supersede this Contract provision.

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